

“Youth on Board at Cabrillo Marine Aquarium”

2013 YOUTH VIDEO PROJECT CONTEST ENTRY FORM



Yes! We (I) want to join in the fun by producing a video for the 2013 Youth on Board at Cabrillo Marine Aquarium.

One entry form is required for every video submission. Each participating student and his/her parent or guardian must sign the entry form. You will need to indicate below, an adult team leader (a parent, guardian or teacher) if more than one student is submitting the enclosed video. If your video wins, the sponsor will deliver the prize to the team leader. Please note that only DVD's (no other media) will be accepted as submissions and each video should be no longer than 60 seconds. Please complete and fully execute this form and submit with your video DVD entry *postmarked no later than May 15, 2013* to:

Cabrillo Marine Aquarium, Attn: Mike Schaadt, Director
3720 Stephen M. White Dr. • San Pedro, CA 90731

DVD and completed entry forms may also be dropped off at Cabrillo Marine Aquarium no later than 5pm on May 15, 2013.

STUDENT/S (up to 5)

Name _____
Address _____
Phone Number _____
Email _____
School _____ Grade _____
Student signature _____
Parent/Guardian signature _____

Name _____
Address _____
Phone Number _____
Email _____
School _____ Grade _____
Student signature _____
Parent/Guardian signature _____

Name _____
Address _____
Phone Number _____
Email _____
School _____ Grade _____
Student signature _____
Parent/Guardian signature _____

ADULT TEAM LEADER
Name _____
Address _____
Phone Number _____
Email _____
School _____ Grade _____
Student signature _____
Adult Team Leader signature _____

If the team consists of more than 5 members, please print an additional form to include in your submission. By execution of this Official Entry Form, each parent or guardian named hereon, as applicable, acknowledges that he/she has read, is agreeing to be bound by, and agrees to all of the terms and conditions of the Official Rules for the contest, available at Cabrillo Marine Aquarium, on behalf of himself/herself and also on behalf of his or her child or ward entrant, as applicable.

Name _____
Address _____
Phone Number _____
Email _____
School _____ Grade _____
Student signature _____
Parent/Guardian signature _____

DEADLINE FOR SUBMISSION of Contest Entry Form and video:
May 15, 2013

All videos meeting contest rules will be available for public viewing and the winner will be announced on World Ocean Day, June 8, 2013.

Name _____
Address _____
Phone Number _____
Email _____
School _____ Grade _____
Student signature _____
Parent/Guardian signature _____

M. Schaadt
Cabrillo Marine Aquarium, Director



Cabrillo Marine Aquarium

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2013 Cabrillo Marine Aquarium "Youth on Board" Video Contest

O F F I C I A L R U L E S

1. ELIGIBILITY

The 2013 Cabrillo Marine Aquarium "Youth on Board" Video Contest (hereafter, "Contest") is open to any middle or high school student (public, private, or home school) enrolled in grades 7–12 at the time of entry, who is a legal resident of one the following counties in the State of California: Inyo, Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura.

Employees, officers, and directors of Cabrillo Marine Aquarium ("Sponsor") and the members of the Judging Panel, and members of their respective immediate families (spouse, parent, child, dependent, and sibling, regardless of where they reside) and those living in their same household, whether or not related, are not eligible to enter or win. Void outside of California and where prohibited. This Contest is subject to all applicable federal, state and local laws and regulations.

2. HOW TO ENTER

Do the following between January 30, 2013 and May 15, 2013 (the "Contest Entry Period"):

- Create a 60-second video about your inspiring impressions of the ocean in Southern California (Point Conception to the US/Mexico border). Creative inspirational humor is the preferred tone for the video. Sounds are encouraged but not the spoken word. If written words are used they should be in English and/or French.
- Send or drop off your video on a DVD only (no other type of media will be accepted), together with a completed Contest Entry Form no later than 5pm May 15, 2013 to:

Cabrillo Marine Aquarium
Attn: Mike Schaadt, Director
3720 Stephen M. White Dr.
San Pedro, CA 90731

Upon request from entrants Cabrillo Marine Aquarium staff are available to advise on ocean related topics and may be able to help entrants gain access to other ocean scientists.

The Official Entry Form **MUST** be signed by at least one parent or guardian, as applicable, of each student submitting an entry. For a group of students submitting a single entry, at least one parent or guardian, as applicable, of each member of that group, must sign the Official Entry Form for that group. By execution of an Official Entry Form, each such parent or guardian, as applicable, is agreeing to be bound by, and agrees to all of the terms and conditions of, these Official Rules, on behalf of himself/herself and also on behalf of his or her child or ward entrant, as applicable.

A single video may be created by one eligible student or a group of eligible students. If the winning entry is submitted by a group of eligible students, then that group shall share the one Grand Prize in such manner as is agreed upon by that group; Sponsor shall play no role in, and shall have no liability as to, the allocation of prizes (comprising the one Grand Prize) among such group of students.

Once submitted, entries become the property of the Sponsor, will not be returned and will be used by Sponsor in accordance with its mission. NOTE: Entries made in any manner inconsistent with these Official Rules, will be declared invalid and disqualified from this Contest.

3. PROHIBITED CONTENT

Videos submitted may not:

- Be violent or negative of any ethnic, racial, gender, religious, professional or age group, profane, vulgar, obscene, indecent, or pornographic;
- Promote the use of alcohol, illegal drugs, tobacco, firearms/weapons, any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Be offensive, about hate, harassing, violent, or abusive;
- Defame, libel, misrepresent or contain negative remarks about Sponsor or its products, or other people, products or companies;
- Contain trademarks, logos or trade dress owned by others or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples") without permission;
- Contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than entrant(s), without permission, or otherwise constitute an invasion of privacy or publicity rights;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Depict a violation of any law, other than laws against various forms of distracted driving;
- Constitute in itself, a violation of law (by way of example only, footage of a vehicle being driven on an actual roadway, as opposed to a simulation of driving, while the driver is texting).

WHEN CREATING A SUBMISSION, ENTRANTS SHOULD NOT, AND MAY NOT (A) PUT THEMSELVES OR ANY OTHER PERSONS, WHETHER APPEARING IN ENTRANT'S SUBMISSION OR NOT, IN DANGER OF ACTUAL BODILY INJURY OR DEATH, OR (B) VIOLATE LAW. ANY SUBMISSION THAT, IN THE JUDGMENT OF THE JUDGING PANEL, VIOLATES EITHER PROHIBITION IN THE FOREGOING SENTENCE SHALL BE DISQUALIFIED.

By providing a Submission, each entrant grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify the Submission in any way, in whole or in part, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without further consideration or notice to the entrant. Providing any Submission further constitutes the entrant's assignment and transfer to the Sponsor of any and all rights, title, and interest in and to the Submission, including, without limitation, all intellectual property rights. The right to submit or use a video included in any Submission must not be restricted in any way. By providing a Submission the entrant warrants and represents that it: (a) is their original work,



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PROHIBITED CONTENT *continued*

(b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that they have obtained permission from any person whose name, likeness or voice is used in the Submission, and (f) that publication of the Submission via various media including web posting, will not infringe on any third party rights. Any such entrant, or his/her parent(s) or guardian(s) having financial responsibility for such entrant, will indemnify and hold harmless the Sponsor from any claims to the contrary.

Without limiting the generality of the foregoing paragraph, during the Contest Entry Period selected Submissions may be posted at Sponsor's sole discretion, in whole or in part, on its Youtube Channel (the "Channel"). Such postings, if they occur, may be on a rotating or occasional basis and may be discontinued at any time at Sponsor's sole discretion. POSTING OF A SUBMISSION OR PORTION THEREOF DURING THE CONTEST ENTRY PERIOD IS NOT MEANT TO INDICATE THAT THE SUBMISSION IS A POTENTIAL FINALIST OR A POTENTIAL WINNER IN THE CONTEST, OR THAT THE SUBMISSION IS OTHERWISE FAVORED IN ANY WAY. Such postings will occur, if at all, solely for illustrative purposes. SUBMISSIONS ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

By providing a Submission, each entrant agrees that his/her Submission is gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. Each entrant acknowledges that, by acceptance of his/her Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. Sponsor reserves the right to remove, reject or disqualify (along with the entrants who submitted them) any Submissions which, in its opinion or the opinion of the Judging Panel or the Sponsor, violate any of these Official Rules or are otherwise inappropriate for inclusion on the Website. Sponsor further reserves the right to remove and disqualify (along with the entrant who submitted it) any Submission if Sponsor determines, after the Submission has been posted, that the entrant has violated these Official Rules or the policies, terms or conditions of the Channel in any way.

4. PRIZE:

One (1) Grand Prize consisting of: There will be an award of one trophy for the winning entry (group or individual) and gift certificates to the CMA Gift Shop for each individual member.

5. FINALISTS SELECTION:

All entries will be reviewed and rated by a panel of Cabrillo Marine Aquarium staff (the "Judging Panel") who will select one (1) Contest entrant as a winner (the "Winner") prior to 2013 World Ocean Day, June 8, 2013.

Videos must be sixty (60) seconds or less in length. Finalists will be selected based on the following criteria:

- 50 percent message effectiveness regarding the inspirational nature of the ocean

FINALISTS SELECTION *continued*

- 50 percent originality and creativity

In the unlikely event of a tie, the tied entrant or entrants with the highest score(s) in the Effectiveness of Message category will be deemed the Finalist(s).

The decisions of the Judging Panel are final and binding on all matters relating to the selection of the Finalist. The name(s) of the Finalist will be announced and their video entry posted on the Channel no later than June 8, 2013.

6. ODDS OF WINNING.

Odds of winning will depend on the total number of eligible entries received.

7. ANNOUNCEMENT OF THE WINNER:

The winning Video and the names of the one or more student(s) who submitted the winning Video shall be announced on the Channel on or before June 8, 2013.

8. GENERAL PRIZE CONDITIONS:

If the winning Posted Video was submitted by more than one student, the prizes (comprising the one Grand Prize) will be delivered to the one (1) parent or teacher appointed by the group in the group's Official Entry Form, for distribution to the group. If no such person is appointed in the Official Entry Form, then the Grand Prize will not be awarded until at least one parent or guardian of each member of the group executes together and delivers to Sponsor, a single written document providing instructions to Sponsor as to where the Grand Prize should be delivered.

All applicable federal, state and local taxes, if any, and any other costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of each winner. All prizes are being awarded "as is" without any warranty or guarantee either express or implied by Sponsor. All prize details are at the sole discretion of the Sponsor.

A parent or guardian, as applicable, of each of the student(s) who submitted the winning Submission, will be required to complete, sign, have notarized and return within a specified time an Affidavit of Eligibility and a Liability Release, and where legal, a Publicity Release.

9. LIMITATION OF LIABILITY AND ADDITIONAL TERMS

By participating, each entrant agrees a.) to abide by these Official Rules, and the decisions of the Sponsor and Judging Panel, as applicable, which shall be final and binding in all respects; b.) to release, discharge and hold harmless each member of the Judging Panel, Sponsor, Sponsor's affiliates and subsidiaries and each of their

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LIMITATION OF LIABILITY AND ADDITIONAL TERMS *continued*

respective employees, directors, officers, members, owners, partners, agents, representatives, successors and assigns (collectively "Releasees"), from all liability claims or damages arising, directly or indirectly, out of the entrant's or the entrant's guest participation in the Contest and their acceptance, use or misuse of any prize, c.) to defend, indemnify and hold harmless the Releasees from and against any third party claim arising from the breach by such entrant of any of his/her obligations, representations or warranties under these Official Rules, d.) by acceptance and use of any part of any prize, to the use of their names, photos, and/or likenesses for advertising and publicity purposes without further compensation and, upon request, will provide written consent to such use, and e.) he/she has the permission of his/her parent or guardian, as applicable, to enter this Contest. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

Releasees are not responsible for: incomplete entries or communications; or other errors or problems of any kind whether technical, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest or the processing of entries; for lost, late, incomplete, damaged, stolen, inaccurate, delayed, damaged, undelivered, misdirected, garbled, illegible entries; failures or malfunctions of DVDs; damaged or damages to DVDs; or for printing or typographical errors appearing in these Official Rules, the announcement of the winners and prizes, or in any other Contest materials. By participating, entrants agree to abide by these Official Rules and to the decisions of the Sponsor and judges, which shall be final and binding in all matters relating to this Contest. Entries made by any means which subvert the entry process will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned.

10. GOVERNING LAW:

Consent to Jurisdiction: This Contest shall be governed by the laws of the State of California without regard for choice of laws or conflicts of laws principles. Any and all disputes or claims arising out of or connected in any way with this Contest will be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (the "AAA") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the AAA. The arbitration shall be held in Los Angeles County, California. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only entrant's and/or the Sponsor's or a prize provider's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; provided, however, that if this sentence is declared invalid or unenforceable, either in whole or in part, the remaining sentences of this Section shall remain in full force and effect. The arbitrator shall not have the power to award special, consequential, incidental, exemplary, punitive or other similar damages against the Sponsor or any prize provider. If any part of this arbitration provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or

GOVERNING LAW *continued*

illegal provision were not contained herein, except that any such invalid or illegal provision shall be enforced to the greatest extent permitted by law. Notwithstanding anything contained herein to the contrary, the Sponsor or any prize provider may seek to obtain injunctive relief against an entrant for the breach or threatened breach of these Official Rules, without posting bond, in addition to any other remedies in law or equity, which may be available to the Sponsor or prize provider, in any of the federal or state courts located in California, County of Los Angeles. Each entrant consents to jurisdiction and venue in the federal or state courts located in California, County of Los Angeles for the purposes set forth above and/or to confirm any award obtained by the Sponsor or a prize provider in arbitration.

11. MISCELLANEOUS:

If this Contest is not capable of running as planned due to any cause or for any reason, including but not limited to war, strikes, and/or acts of God, virus, bugs, worms, non-authorized human intervention, or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who it believes has tampered with the entry process (and void his/her entry), and/or to cancel, terminate, modify or suspend the Contest and in the event of cancellation or termination, at its discretion, select the Finalists from among all eligible non-suspect entries received prior to the event requiring such cancellation or termination and to select the Grand Prize winner using the procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

12. SPONSOR AND ADMINISTRATOR:

Cabrillo Marine Aquarium, 3720 Stephen M. White Dr., San Pedro, CA 90731.



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